

Proposed Articles

Whenever reference is made to masculine gender throughout this agreement, feminine gender also applies.

Part 1 General Provisions

Article **Parties and Intent Agreement**

 .1 This Agreement is ~~negotiated~~ between Covanta SEMASS LLC, with its principal office located at 141 Cranberry Highway, West Wareham, Massachusetts 02576, ~~Covanta~~, hereinafter called the “COMPANY”, and ~~Local 369~~ Utility Workers Union of America, Local 369, AFL-CIO, with its principal office located at 120 Bay State Drive, Braintree, Massachusetts 02184 hereinafter called the “LOCAL”, and ~~the Utility Workers Union of America, AFL-CIO~~ hereinafter called the “UNION”.

 .2 The purpose of this Agreement is to promote efficiency of operations at the Covanta SEMASS Wwaste to Eenergy Ffacility located in West Wareham, Massachusetts, its transfer station located at 257 Ivory Street, Braintree, Massachusetts, and its landfill at 118 Federal Road, Carver, Massachusetts (collectively the “Facility” unless the context suggests otherwise) ~~Rochester, MA~~, hereinafter called the “Facility”, and ~~to provide for peaceful settlement of labor disputes without strikes or lockouts, and to promote thereby promoting the public interest in by~~ assuring the timely safe, efficient and economical operation of the Facility.

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Article 2__ Recognition of the Union and Union ResponsibilitiesRepresentation

~~2__~~.1 The Company recognizes the Union and the Local as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and ~~or~~ other conditions of employment ~~of all employees~~ for all employees of the Company in the Unit as certified by the National Labor Relations Board in Case No. 1-RC-22198 on May 12, 2008, stipulated as “All operations, power block, process and maintenance employees employed by Covanta SEMASS at its 141 Cranberry Highway, West Wareham, MA location, its transfer station located at 257 Ivory Street, Braintree, MA, and its landfill located at 118 Federal Road, Carver, MA., including storekeepers, maintenance mechanics, electrical and instrument techs, mobile equipment mechanics, utility operators, equipment operators, auxiliary operators, control room operators, assistant control room operators, truck drivers, ash systems operators, transfer station operators, transfer station scale attendants, and laborers, but excluding all office and clerical employees, professional employees, guards, and supervisors as defined in the National Labor Relations Act, of the Company in the Unit, as certified by the National Labor Relations Board in Case No. 1-RC-22198 on May 12, 2008, stipulated as "All operations, power block, process and maintenance employees employed by Covanta SEMASS at its 141 Cranberry Highway, West Wareham, MA location, and its transfer station located at 257 Ivory Street, Braintree, MA and its landfill located at 118 Federal Road, Carver, MA.

2.2 Persons employed by the Company who it is agreed are represented by the Union under the foregoing certification as amended are those now or hereafter holding the job titles

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~~listed in Schedule A annexed. If, when new job titles are created or the duties of the incumbents of present job titles are changed, there shall be a disagreement whether an incumbent is or is not eligible for representation by the Union under any of the foregoing job titles, the question shall be decided under the Disputes procedure in Article 80. The term "employee" or "employees" as used in this Agreement means a person or persons employed by the Company in said Unit.~~

.2 The Company and the Union recognize their mutual obligation to promote good union management and employee relationships. The Company realizes that maintaining rates of pay, wages, hours of employment, and other terms and consitions of employment which are equitable, reasonable and fair furthers this objective.

.3. The Union recognizes its responsibilities as the exclusive bargaining representative for employees covered by this Agreement, that the Company has only limited ability to recover increased costs of operations, and that the Company must be in a strong market position, which means that it must be able to perform its services at the lowest possible costs and otherwise be able to operate its business efficiently and economically and provide the highest quality of service to its customers, if opportunities for continuing employment, good working conditions and good wages are to be maximized. The Union therefore agrees that it will cooperate with the Company and support its efforts to assure a full day's work on the part of employees and that it will actively combat absenteeism and any other acts or omissions by employees which hurt or interfere with the efficient and economic operation and management of the Company's business. The Union further agrees that it will support the Company in its efforts to operate and manage the business covered by this Agreement as efficiently and economically as possible, to improve

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service, to preserve equipment, to prevent accidents, and to strengthen good will between the Company and its employees as well as with its suppliers and customers.

Article ___ Representation

____.1 Employee. An employee covered by this Agreement shall be a non-temporary employee who has satisfactorily completed a six (6) month probation period.

____.2 Probationary Employee. A new hire will be considered a probationary employee during the first six (6) months of his/her employment, unless the Company and the Union agree that circumstances warrant an extension of the probationary period. The Company shall have the right to discipline or discharge a probationary employee for any reason it deems necessary without objection from the Union and without recourse to the Disputes Procedure provisions of this Agreement.

____.3 Temporary Employee. A temporary employee is an employee who is hired to do work of a temporary nature and whose employment is expected to be of a limited duration.

____.4 Seasonal Employees and Co-op Students. Seasonal employees and co-op students shall be regarded as temporary employees.

**Article 3 Conformity With Applicable Federal, State and Local~~Conformation to Laws,~~
and Regulations and Orders**

3__1 ~~It is understood and agreed that all agreements herein~~ All provisions of this Agreement are subject to and shall be construed in accordance with all applicable federal, state and local laws and regulations now or hereafter in effect and to the lawful regulations, rulings, or and orders issued by any court, administrative agency, or of regulatory commissions having jurisdiction. If either the Company or Union gives ~~_____~~ days-written notice of its desire to meet and confer over proposed changes to any provision of this Agreement which conflicts with any such law, of said laws, regulations, rulings, or orders shall conflict with any provisions of this Agreement, the parties shall meet and confer within a reasonable time thereafter in an effort to negotiate a lawful change ~~substitution or modification~~ the provision. ; but, if ~~If~~ as a result of any such conference no change ~~substitution or modification~~ is agreed upon, the disagreement shall not affect the remaining provisions of this Agreement and shall not constitute a question subject to the Disputes pProcedure and the remaining provisions of the Agreement shall not otherwise be affected.

3__2 Nothing in this Agreement shall be deemed to require the Company or; the Union; ~~or the Local~~ to commit an unfair labor practice or other act that violates ~~is forbidden by, or is an offense under,~~ existing or future federal, state or local laws, regulations, rulings or orders affecting the relationship between of the Company and ~~with~~ its employees:

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Article 4 Non Discrimination Mutual Obligations

~~4__1 The Company recognizes an obligation to promote good employee relations by maintaining rates of pay, wages, hours of employment, and other conditions of employment that are equitable, reasonable, and fair; and the Union and the Local recognize the obligation of the Company to furnish adequate uninterrupted service to the public and to maintain such earnings as will enable the Company adequately to perform its duties. The Company will not discriminate against an a current or prospective employee because of his/her membership in or his/her lawful activity on behalf of the Union and the Union will not discriminate against a current or prospective employee because he/she chose not to join the Union or if he/she engages in lawful activity in opposition to the Union.~~

~~__2 Neither the Company nor the Local Union will unlawfully discriminate against a current or prospective an employee because of race, color, religion, creed, sex, sexual orientation, national origin, age, disability, or any other characteristic or status protected by federal, state or local law. Likewise, neither the Company nor the Union will retaliate against any employee for engaging in conduct protected by federal, state or local law or handicap.~~

~~__3 No current or prospective employee subject to this Agreement shall engage in any act of discrimination or harassment against any other employee because of the employee's opinions about or any activity in support of or in opposition to the Union, race, color, religion, creed, sex, sexual orientation, national origin, age, disability, or any other characteristic or status protected by federal, state or local law.~~

Article 5__ Union Membership

~~5__1 No current or prospective employee in the unit shall be required to become a member of the Union or to pay dues to the Union as a condition of employment. The Company agrees that it will not interfere with the opportunity for any employee require as a condition of employment that all probationary and regular employees now employed or hereafter employed in the unit under job titles subject to this Agreement to or hereafter transferred to such job titles shall become a members of the Union. However, any current or prospective employee in the unit may voluntarily choose to join or not join the Union and to pay or not pay dues to the Union. and shall continue as members thereafter so long as this Agreement is in effect, except as follows:~~

- ~~a. Employees who, because of entering into the military service of the United States prior to the date hereof, have left the employ of the Company and have been or shall be re-employed in accordance with the provisions of law to the extent that this exception is required by law;~~
- ~~b. Present employees during the period of one (1) month after the date of this Agreement;~~
- ~~c. Probationary employees employed hereafter, during the first month or (30) days of their employment as such, whichever shall be longer;~~
- ~~d. Employees with respect to whom the Company has reasonable grounds for believing (1) that membership in the Union was not available to the employee on the same terms and conditions generally applicable to other members, or (2) that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.~~

~~5.2 If an employee shall become subject to discharge by the Company because of the foregoing provisions as to membership in the Union, the questions whether such discharge is justifiable or required under all the circumstances and is lawful shall be decided (if the Company or the Union requests, but without prejudice to such other rights as the employee may have) in accordance with the Dispute Procedure in Article 80.~~

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~~5.3 Any employee subject to the foregoing requirements as to Union membership who is transferred or promoted to a job title which is not subject to those requirements shall have the privilege of withdrawing from the Union membership; and the Union and the Local agree that such withdrawal shall not prevent any such employee from retaining employment in the event that thereafter the employee is transferred back to his/her former rating. The seniority status of such an employee transferred back shall be determined by mutual agreement between the parties hereto.~~

~~5.4 The Employer agrees to remain neutral in Union organizing campaigns conducted among employees of the Employer or its subsidiaries, affiliates, successors or assigns.~~

~~5.5 Neutrality means that the Employer shall neither help nor hinder the Union in any organizing campaign, nor shall it comment upon the Union's motives, integrity, character or performance during any organizing campaign. Also neither the Employer or its subsidiaries or affiliates, nor any of their successors or assigns shall provide any support or assistance (hire a labor relations consultant, union buster) of any kind to any person or group opposed to Union organization.~~

~~5.6 Upon ten days written notification from the Union the Employer shall supply the Union with the names and addresses of all employees.~~

~~5.7 The Union representatives (designated by the Union) shall be allowed access to the Employer's facilities, its subsidiaries, affiliates, assigns or successors, for the purpose of distributing literature and meeting employees. Any interaction with employees or distribution of literature at the Employers facilities, its subsidiaries, affiliates, assigns or successors, shall be accomplished in a manner that does not disrupt access or egress from buildings. Distribution and solicitation inside such facilities shall be limited to non-work areas. The Union shall not disrupt the normal business of these facilities while distributing literature or soliciting authorization cards.~~

~~5.8 The Employer, subsidiaries, affiliates, successors or assigns agrees to recognize a Union upon receipt of proof of support of no less than 51% of those eligible for inclusion in the bargaining unit as verified by an independent third party. The third Party shall be a mutually agreed upon religious leader, judge, community leader or if need be the American Arbitration Association.~~

~~5.9 In the event a third party verifies that 51% of eligible employees have signed authorization cards, the Employer, subsidiaries, affiliates, successors and assigns agrees to recognize such employees (Union) without an election.~~

~~5.10 Negotiations for a Collective Bargaining Agreement shall begin within a reasonable amount of time following third party verification. The Employer and the Union agree to be reasonable, fair and to negotiate in good faith.~~

Article 6__ Management Rights

6__.1 The Company retains and shall exercise full and exclusive authority to manage for the management of all aspects of its business, operations, and affairs as it exercised before entering into this collective bargaining agreement, except as expressly limited by the express terms of this Agreement. The Company also retains all the rights it had at common law except to the extent those rights are limited by express terms in this Agreement. This means that the Company has the full and exclusive right and sole discretion to establish new or continue current policies, practices and procedures applicable to the conduct of business and operations at the Facility and to change or abolish these as may be determined from time to time; to determine the number and location of facilities and types of operations occurring at any facility or location; to decide the methods, processes, materials, and equipment to be employed at any facility; to discontinue or modify any method, process or operation in whole or in part; to determine whether performance of work necessitated by the method, process or operation will be performed by employees in the bargaining unit and to contract or subcontract out any or all such method, process or operation; to sell, transfer, or otherwise dispose of any facility, operation, or business of the Facility in whole or in part; to determine the number of hours per day or per week operations will occur at any Facility location; to establish wages, hours and other terms and conditions of employment; to plan for, establish, combine and abolish jobs; to create job descriptions and determine employee job requirements and qualifications and standards of performance; to determine work/shift schedules and assignments; to change work/shift schedules and assignments; to determine the number of hours per day or per week operations shall be

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carried on; to select and to determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by management; to transfer, promote, or demote employees, or to lay off, terminate, or otherwise relieve employees from duty; to make and enforce rules for efficient and safe operation, maintenance of discipline, and protection of life and property, violation of which shall be cause for discipline or discharge; to suspend, discharge, or otherwise discipline employees; and otherwise to take such measures as management may determine to be necessary or desirable for the orderly, efficient, safe and/or economical operation of the business and operations of each Covanta SEMASS facility or location.

.2 The exercise of the rights reserved to the Company in this Article shall not be subject to the Disputes Procedure unless such right is exercised in a manner which violates an express term of this Agreement.

.3 As to any management right, the Company may act unilaterally and at its sole discretion. The Company's failure to exercise any management right in a particular way shall not be deemed a waiver of any such right or preclude the Company from exercising the same in some other way not in conflict with the express terms of this Agreement.~~Management reserves the exclusive right to determine the size and composition of the work force including, but not limited to, the right to hire, promote, demote, layoff, terminate for cause, determine employee qualifications and reasonable standards of performance, determine shift schedules and assignments, to assign employees any work to meet the Company's operational and maintenance~~

~~needs, and to subcontract out any work, provided the majority of the routine preventative maintenance work will be performed by members of the Bargaining Unit. The Company will not cause a layoff by subcontracting work of this Unit. If an employee or the Local claims that the Company has exercised any of the foregoing rights in an unjust or unreasonable manner, such claim shall be subject to the Dispute Procedure in Article 80.~~

~~6.2 The Parties agree that the primary function of a Supervisor is to supervise, and routinely they shall not perform work which traditionally has been performed exclusively by the Bargaining Unit employees. Both parties recognize, however, that Supervisors may be required to perform such work in emergencies, in connection with the instruction of the Bargaining Unit employees, or as a part of the normal cooperation and assistance given by Supervisors to Bargaining Unit employees, or when there are no other qualified Bargaining Unit employees within the Division available.~~

Article __ Supervisors

__.1 The Company and the Union agree that the primary function of a Supervisor is to supervise. Supervisors shall not routinely perform work which traditionally has been performed by employees in the Unit. The Company and the Union agree, however, that Supervisors may perform such work in emergencies, in connection with the instruction of one or more employees in the Unit, as a part of the normal cooperation and assistance given by Supervisors to employees in the Unit, or when there is no qualified employee in the Unit employees available to perform the work.

Article __ Subcontracting

___.1 It is the intention of the Company to utilize employees covered by this agreement to perform the necessary and majority of work at the Facility. The Company and the Union also acknowledge that the Company may need to exercise its discretion from time to time to subcontract for the performance of various tasks and functions at the Facility to ensure cost effective and efficient operation of the Facility.

___.2 The Company retains and shall exercise full and exclusive authority to subcontract out any task or function at the Facility should it determine that employees at the facility cannot ~~timely cost effectively or efficiently~~ perform the task or function. The Company will not cause a layoff of any employee in the Unit by subcontracting any task or function which employees in the Unit may be qualified to perform.

___.3 An employee who claims that the Company has subcontracted any task or function in violation of this Article may file a grievance in accordance with the Dispute Procedure in Article __.

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Article 7__ Union Stewards/Non Employee AccessActivities

~~7__.1 Employees shall not engage in Union activities during working hours except with the consent of a Company designated representative.~~

~~7.2 The Company designated representative shall give such consent, including permission for accredited representatives of the Local, to visit work locations during working hours in connection with matters arising out of this Agreement when such consent may be given without serious interference with the work. The person in charge of the work location will furnish, if required, a guide for reasons of personal safety.~~

~~7.3 The full time representatives, acting as Business Agent, Secretary Treasurer and President of the Local, or a designated alternate will, upon proper identification, have the right to visit any specified work location where members of the Local are at work after securing permission from the Plant Manager or his/her designated alternate. The person in charge of the work location will furnish, if required, a guide for reasons of personal safety.~~

~~7.4 The Union Steward at the work location, after arranging with his/her Supervisor, may confer at reasonable times and for reasonable periods with employees or with his/her Supervisor concerning grievances, provided there is no serious interference with the work.~~

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7.5 Upon request of the President or Secretary Treasurer of the Union, with reasonable advance notice to the Facility manager, and if Facility operations will not be adversely affected, the Company shall allow up to three (3) employees to take time off without pay, without loss of seniority and without attendance points to attend Union sponsored business or committee meetings or conventions or similar events sponsored by the national union. The total time off permitted for this reason shall not exceed a total of _____ work days per year regardless of how many employees attend such events. ~~Upon request of the President or Secretary-Treasurer of the Local to the Plant Manager, the Company will, on reasonable notice, and so far as the exigencies of its business permit, allow up to three (3) employees time off, without loss of seniority but without pay, to attend business or committee meetings or conventions of the Union or affiliate. The Company agrees to pay such employees and the Union agrees to reimburse the Company for such pay.~~

~~7.6 Upon written request of the Secretary Treasurer of the Local to the Vice President, the Company shall grant a leave of absence for a period of three (3) years to the full-time representatives acting as Business Agent, Secretary Treasurer, and President of the Local. Upon reinstatement they will retain the same Company and Department seniority and seniority on the ratings that they would have had if they had not been on leave of absence. Upon their permanent promotion to the next higher rating on the job progression chart showing the ratings held by them~~

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~~at the time of their leave of absence, they shall advance on said next higher rating to the roster position they would have had:~~

- ~~a. if they would have been promoted to said next higher rating during the period of their leave of absence had they not taken such leave; and~~
- ~~b. If they are found qualified by fitness and ability and are promoted at the time when the first vacancy occurs after their return from leave of absence.~~

~~7.7 Upon the request of the President of the National Union or his/her designated alternate to the Plant Manager, the Company shall grant a leave of absence for a period not to exceed one (1) year to not more than one (1) employee for Local or National Union activity.~~

~~7.8 In case of any leave of absence authorized by the Plant Manager or his/her designated representative extending over a period of four (4) consecutive weeks, participation in the Company's group insurance, retirement, and hospitalization and surgical benefit plans shall be a subject of special arrangement with the Plant Manager or his/her designated representative. The Company will not pay any part of the cost of such participation.~~

1. The Union shall be represented at the Facility by stewards as it shall so select. The name of each steward shall be supplied in writing to the Company within _____ days of selection.

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.2 Union business shall not be conducted by any employee whether or not he/she is a steward and whether or not such business is related to a grievance during his or her work time unless the employee obtains prior permission from his or her supervisor. In no instance shall union business be conducted in a manner which interferes with or disrupts the work of any employee covered by this Agreement.

.3 Non-employee representatives of the Union may not visit the Facility without obtaining prior authorization from the Facility manager and/or the Human Resources Director for the Facility. Upon arrival, the representative shall report to the administrative offices and provide proper identification. The representative shall not go to or enter any other Facility location or go anywhere in a Facility location absent authorization without an escort provided by management. Nothing in this section shall prohibit the representative from meeting or conferring with management at reasonable times about matters governed by this Agreement.

7. 49 The Company shall upon request of the Union Local furnish to the individual designated to the Company by the Secretary-Treasurer of the Union Local information with respect to the rates of pay, wages, hours of employment, and other conditions of employment of any for an employee governed by this Agreement.

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7. ~~5-10~~ The Company agrees to permit the ~~Local~~ Union to use designated Company bulletin boards ~~for posting to post~~ notices dealing with official union business provided that in the opinion of the ~~Plant~~ Facility Manager or his/her designated representative such notices are noncontroversial in nature.

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Article __ No Strike – No Lockout

____.1 The Company and the Union agree that strikes and lockouts are undesirable means of settling disputes between them. The Union agrees that during the term of this Agreement, neither the Union nor the employees subject to the Agreement will cause or participate in, directly or indirectly, any strike, picketing or other individual or concerted activity which interferes with operations at the Facility for any cause whatsoever. The Company agrees that it will not lockout employees during the term of this Agreement.

____.2 In the event of any unauthorized strike or other individual or concerted activity in violation of this Article, the Union will direct that employees cease and actively support the Company's efforts to terminate the conduct which violates this Article. Any employee who violates this Article shall be subject to discipline or discharge as determined by the Company in its sole discretion, which decision shall not be subject to the Disputes Procedure or arbitration.

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Article ____ Seniority

____.1 Company Seniority. Company seniority shall begin upon successful completion of the probationary period. An employee shall be credited with seniority retroactive to the initial date of hire at the Facility or by the Company as applicable, adjusted to remove any break in service.

____.2 Union Seniority. Union seniority shall begin on the date an employee becomes employed in a job within the bargaining unit.

____.3 Termination of Company Seniority. An employee's Company seniority shall terminate upon:

- a. discharge, retirement, resignation, or layoff unless the Company decides in its sole discretion to rehire the employee in which case the employee will be credited with prior seniority;
- b. failure to return to work upon expiration of a leave of absence;
- c. failure to give notice of intent to return to work within seven (7) calendar days of delivery or attempted delivery of notice of recall;
- d. an absence which exceeds two (2) days as to which the employee failed to give three (3) hours advance notice for each day of absence or provide sufficient excuse acceptable to management for each day of absence; or

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- e. a disability which prevents the employee from performing the essential duties of his or her current job or any available job with or without reasonable accommodation.

____.4 Seniority Lists. Seniority lists shall be prepared, brought up to date and posted on an annual basis. Any Company employee who claims that he or she is aggrieved based on how seniority is designated on the list or determined by the Company may request that the Company correct any error by submitting a written request for this action to the Facility Manager within thirty (30) days after the posting. Upon adequate proof of any error, the seniority list and/or the employee's seniority will be corrected in accordance with the facts.

____.5 Posting Job Vacancies. If the Company decides to fill a job within the bargaining unit, a notice of vacancy shall be posted for a period of seven (7) calendar days. Any bargaining unit employee may apply for the job during the posting period by submitting a written request for consideration to the Facility Manager or his or her designee.

____.6 Selection for Posted Vacancies. The Company shall award posted positions based on qualifications and experience as determined in its sole discretion. When it deems qualification and experience to be equal, the Company will award the job to the senior qualified employee.

____.7 An employee selected for a posted position shall have thirty (30) days within which to demonstrate that he or she is qualified for and able to satisfactorily perform all duties of the job. If he or she is deemed by the Company in its sole discretion to be unqualified or unable to

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satisfactorily perform all duties of the job, he or she may return to the classification from which he or she came without loss of seniority. If in the opinion of the Company he or she is competent to perform the job, he or she may not return to the prior classification until a vacancy occurs in that classification.

____.8 Recall. Employees are eligible to be considered for recall for up to six (6) months after a layoff contingent upon the employee providing the Company with his or her current address and phone number in advance of any recall. Recall shall be in the reverse order of layoff, provided the Company deems eligible employees to be qualified for the available positions.

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Article ____ Employees With Disabilities

____.1 The Company offers equal employment opportunities to any qualified employee or applicant who has a physical or mental disability if the employee can perform the essential functions of his or her job with or without reasonable accommodation.

____.2 The Company will provide reasonable accommodation to a qualified individual with a disability in accordance with the Americans With Disabilities Act (“ADA”) and applicable Massachusetts law for any employee who has made the Company aware of any need for accommodation due to a disability as defined by applicable law.

____.3 Any applicant or employee who believes that reasonable accommodation is necessary so that he or she may perform the essential functions of his or her job should contact the Facility Manager or the Human Resources Department and request such an accommodation. The individual with the disability should specify what accommodation he or she believes is needed to perform the job.

____.4 The Company will discuss any accommodation request with the employee to ascertain whether the requested or any other accommodation is needed. The Company will determine and implement ~~in~~ its sole discretion an accommodation it deems reasonable after consultation with the employee.

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Article Work Rules

.1 As a condition of continued employment, all employees shall be required to conform to all reasonable work rules and regulations that may be issued by the Company from time to time pertaining to discipline, operations, health and safety. The Union agrees that the work rules attached as an addendum to this Agreement are reasonable. Before implementation of additional work rules, the Company shall provide ten (10) days notice to the Union and an opportunity to discuss the proposed new work rules. Failure of the Union to request a meeting for this purpose shall constitute a determination that the rules are reasonable.

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Article 81 Discipline

 81.1 ~~The Company In order to be successful, Covanta~~ expects all employees to meet reasonable and fair standards of work performance set by the Company, including those pertaining to performance, cooperation, punctuality, attendance, professional conduct, health and safety, and to follow the code of conduct, work rules, and other employment policies and procedures of the Company.

 .2. The Company shall have the right to discharge employees during their probationary periods with or without cause and without recourse by the Union or by such probationary employee to the dispute procedure of this Agreement.

 .3. The Company shall have the right to discipline or discharge employees who have completed their probationary period for ~~v~~conduct indicative of cause for such action, which shall include but not be limited to violation of its code of conduct and/or established work rules and health and safety standards provided such action is not arbitrary or capricious.

 .4. It is understood and agreed that employees have a responsibility to be regular and punctual in their work attendance. Habitual or repeated absenteeism or tardiness, failure to report for scheduled work or overtime, and leaving work early will be cause for disciplinary action.

 .5 Sometimes recognition and coaching of an employee concerning disciplinary matters fails to produce the desired change, or the problem is too serious for an informal approach. Except

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when the Company determines in good faith that the employee's conduct warrants immediate discharge. ~~In these circumstances,~~ the Company may apply ~~the~~ a formal discipline process ~~when just cause exists which is as~~ outlined below. ~~There are three (3) levels of formal discipline, as follows:~~

f. ~~81.2~~ 81.2 Level One (1) Reminder - This is a formal disciplinary discussion between the employee and supervisor, which will be documented. In this meeting, the supervisor discusses the difference between the desired performance and actual performance and the consequences to the department, the Company and the employee if changes are not made. Various ways to solve the problem are also discussed. ~~and~~ ~~†~~ The employee and the supervisor should ~~may~~ agree on an action plan to correct/improve the performance issue. The supervisor then documents the meeting, issues a Level One (1) Reminder to the employee and follows up on the employee's progress.

~~81.2.1~~ A Level One (1) Reminder remains active for twelve ~~(12)~~ six (6) months (a rolling ~~2652~~ week basis) from the time of issue. The employee may not file a grievance over this through the Dispute Procedure in Article ____. The Union Chief Steward shall be given a copy of the Level One (1) Reminder. ~~must be notified.~~

g. ~~81.3~~ 81.3 Level Two (2) Reminder – This is a documented meeting between the employee and the immediate supervisor. A Level Two (2) Reminder is initiated if an

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employee has not corrected the performance problem discussed in the Level One (1) Reminder, or when an infraction occurs that is serious enough to require this level of discipline without any previous coaching or reminders.

~~81.3.1~~ In the meeting, the supervisor reviews the problem with the employee, and the need to change. If applicable, the supervisor will remind the employee of any previous agreement on his/her part to improve and discuss the reason for not doing so. Various ways to solve the problem are also discussed and the employee and supervisor should agree on an action plan to correct/improve the performance issue. The supervisor documents this conversation and writes a memo to the employee detailing the meeting. The supervisor will also fill out a performance discussion guide which will be signed by the immediate supervisor and copies sent to all appropriate personnel.

~~81.3.2~~ A Level Two (2) Reminder remains active for twelve (12) months (a rolling 52 week basis) from the time of issue. A Level Two (2) Reminder must be approved by the next level of management and Human Resources, ~~and~~ The union shall be given a copy of the Level Two (2) Reminder ~~Local must also be notified in writing.~~

h. ~~81.4~~ Decision-Making Leave (DML) – This is a one (1)-day paid leave from work. A DML is implemented if previous levels of discipline have not solved the performance problem.

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81.4.1 In a meeting preceding the leave, the supervisor reviews the problem, any previous agreements on the employee's part to change, and the reasons for not doing so, if applicable. The supervisor will ask the employee to spend the next day at home, with pay, making a final decision: either to (1) correct the problem immediately and recommit to good performance or; (2) to resign.

81.4.2 If the employee chooses to return to work, a discussion should occur ~~must take place~~ at which time the employee will commit to correct the problem immediately and the employee and supervisor should agree on an action plan to correct/improve the performance issue. The supervisor documents this conversation and writes a memo to the employee detailing the meeting. The supervisor will also fill out a performance discussion guide which will be signed by the immediate supervisor and copies sent to all appropriate personnel, including the Local's Business Agent.

81.4.3 A DML remains active for twelve (12) months (a rolling 52 week basis) from the time it is issued. Any violation of the code of conduct or established work rules or health and safety standards, or any other conduct indicative of just cause for discipline, ~~problem requiring formal discipline during the active period of a D~~ while subject to a DML may result in termination of employment. in the discretion of the Company. ~~further discipline.~~

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81.4.4-A DML must be approved by the next level of management and Human Resources. The Union's and Local's Business Agent shall be given a copy of the DML. ~~must also be notified as soon as possible.~~

.6 The failure on the Company's part through inadvertent error to mail or deliver to the Union a copy of a Level One (1) Reminder, Level Two (2) Reminder, or DML shall in no way negate the effectiveness of the discipline.

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Article __ Harassment In The Workplace

____. 1 The Company prohibits sexual harassment and harassment because of race, gender, sexual orientation and identity, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, familial status, veteran status, age, support for or opposition to a union, and any other characteristic or status protected by federal, Massachusetts, or local law. The Company deems all such harassment to be unlawful, and it will not be tolerated.

____.2 Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, request for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as a basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment. Among other offensive behavior, the Company will not tolerate:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any employee's body or dress;

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- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- Physical conduct such as touching, assault, impeding or blocking movements; and
- Retaliation for reporting harassment or threatening to report harassment

The Company prohibits males from harassing females or other males and females from sexually harassing males or other females.

____.3 Other Types of Harassment

The Company also prohibits harassment on the basis of race, gender, sexual orientation and identity, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, familial status, veteran status, age, support for or opposition to a union, and any other protected characteristic or status. Among other offensive behavior, the Company will not tolerate:

- Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, symbols, or gestures;
- Physical conduct such as assault, unwanted touching, or blocking normal movement;
- Retaliation for reporting harassment or threatening to report harassment

____.4 What to Do if You Believe You Are a Subject to or Have Observed

Harassment

You are encouraged to address harassment directly when it occurs. If you believe you are a victim of harassment or you have witnessed harassment of any kind as defined in this policy, telling the person who engaged or is engaging in harassing behavior to stop may eliminate the problem. He/she may not be aware that his/her conduct is unwelcome or offensive harassment.

Whether or not you chose to confront the person engaging in harassing behavior, you should report the alleged conduct immediately to the Facility Manager or Human Resource Director. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etc.). Upon receipt of a complaint about unlawful or prohibited harassment, the Company will conduct a prompt, thorough, and objective investigation.

If the investigation discloses or the Company otherwise determines that prohibited harassment has occurred, the Company will take effective remedial action commensurate with the circumstances. Appropriate action also will be taken to deter any future harassment. If a complaint of prohibited harassment is substantiated, the employee guilty of harassment will be subject to appropriate disciplinary action up to and including termination of employment as determined by the Company in its sole discretion.

____.5 The Company prohibits retaliation against any employee by another employee or management for reporting harassment, for participating in a Company investigation of harassment allegations, or for filing, testifying, assisting, or participating in any manner in any investigation,

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proceeding, or hearing conducted by a governmental enforcement agency or court concerning allegations of harassment. Any employee found to have engaged in retaliation will be disciplined up to, and including, termination of employment as determined by the Company in its sole discretion.

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Article Zero Tolerance For Drug, Alcohol and Chemical Abuse

.1 The Company and the Union recognize that drug, alcohol and/or other chemical abuse or dependency is a serious health and safety problem. The Company has zero tolerance for job related drug, alcohol or chemical abuse.

.2 The Company prohibits the following:

A. Use, possession, sale or transfer of any illegal drug, drug paraphernalia, prescription drugs without a prescription, non prescribed inhalants, intoxicants, or alcohol on Company property, while working, or while operating or helping to operate Company equipment, machinery or vehicles.

B. Being under the influence of any illegal drug, prescription drug without a prescription, over the counter drug, non prescribed inhalant, intoxicant, or alcohol on Company property, while working, while on Company business, or while operating or helping to operate Company equipment, machinery or vehicles.

C. Working or reporting to work with alcohol, an illegal drug, prescription drug without a prescription, over the counter drug, non prescribed inhalant, intoxicant or the metabolites of illegal drugs in an employee's system.

Any employee who violates any of these rules may be subject to immediate discipline, up to and including discharge. Nothing in this Article precludes the appropriate use of legally prescribed medications, over the counter drugs, or inhalants in the manner,

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combination and/or quantity prescribed by an employee's physician. However, an employee should notify his or her supervisor when the use of a prescribed medication, over the counter drugs or inhalant may impact or impair job performance or safety. This information shall be maintained in strict confidence and shared only with those who have a need to know.

.3 Drug, alcohol or chemical abuse testing may be requested or required under the following circumstances:

A. Random Testing: Employees who operate vehicles subject to Massachusetts or Federal Department of Transportation regulations are subject to random testing.

B. Reasonable Suspicion Testing: The Company may require or request that an employee undergo alcohol and/or drug testing if the Company has a reasonable suspicion that:

1. An employees is under the influence of an illegal drug, prescription drug without a prescription, over the counter drug, non prescribed inhalant, intoxicant or alcohol.

2. An employee violated the Company's written work rules contained in Article ____ .2.

DATE _____ COMPANY _____ UNION _____

3. An employee has sustained or caused another employee to sustain a work-related injury. Should an employee be hospitalized or sent to an emergency room, urgent care facility, physician office or clinic as a result of a work related injury, a Consent Form may be secured while the injured employee is in the applicable health care facility. Arrangements for specimen collection and transfer may be made with the health care provider.

4. An employee has caused a work-related accident or was operating or helping to operate equipment, machinery or vehicles that caused property damage or lost productivity.

C. An employee tested under “reasonable suspicion” shall be suspended pending the outcome of testing. If the test results are negative, the employee will be paid for missed scheduled work time.

D. Treatment Program Testing. Any employee who has been referred by the Company for drug, alcohol or chemical abuse or dependency treatment or evaluation or who is participating in a drug, alcohol or chemical abuse or dependency treatment program may be requested or required to undergo drug, alcohol, or chemical abuse testing without prior notice during the evaluation or treatment period and for up to two (2) years following the employee’s completion of any prescribed drug, alcohol or chemical abuse or dependency treatment program.

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.4. Testing process and employee rights:

A. Testing will be conducted by laboratories approved by the Substance Abuse and Mental Health Services Administration National Laboratory Certification Program. A strict “chain of custody” procedure will be employed. Individual privacy rights will be protected during the collection process. Test results shall not be disclosed without prior employee written consent unless disclosure is to:

- The Company’s designated Medical Review Officer and the laboratory, health care or occupational health professional contact;
- An Employee Assistance Program administrator in which the employee is receiving counseling or treatment;
- Supervisory or management representatives at the Company having authority to address personnel issues related to the employee;
- The Company’s Human Resource Department;
- Attorneys for the Company who have need to know;
- The union;
- Pursuant to order of a court or administrative agency.

B. All employees have the right to refuse to undergo drug, alcohol or chemical abuse testing. However, such refusal will be grounds for discipline up to and including termination of employment.

C. Any employee who has received a positive test result on a confirmatory test has the right to submit information challenging the result to the Company's designated Medical Review Officer provided this occurs within three (3) working days after notification of the positive test result. Any employee who has received a positive test result on a confirmatory test also has the right to request a confirmatory retest of the original sample at the employee's own expense, provided that the request is received by the Company within five (5) working days after the employee was first informed of the positive test result. Confirmatory retests may only be conducted by an approved laboratory in the manner specified in Article 4.A, and which is mutually selected by the Company and the Union.

D. Employees will receive a copy of test results for all drug, alcohol or chemical abuse tests that they are required to take.

.5 The Company reserves the right to search employees' lockers and property on Company premises to determine if there is any violation of this Article. Any refusal by an employee to cooperate with or permit such a search shall constitute grounds for disciplinary action up to and including termination of employment. Although disciplinary action may be taken, no search of employee property will be conducted without permission of the employee whose property is to be searched. The employee also may request that a union steward or another union employee be present during the search.

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Article _____ Dispute Procedure

.1 A grievance is any dispute or complaint of an employee or the Union arising from or based on a violation or alleged violation of one or more provisions of this Agreement. Any grievance shall be settled and determined through the following procedure:

Step 1 - Any employee having a grievance along with the employee's steward will first attempt to settle it with the employee's immediate supervisor. This shall occur within 5 days of the incident giving rise to the grievance. ~~The employee shall have the right to request that a steward be present at this step of the grievance procedure.~~ The supervisor shall provide the employee and the steward with an oral response to the grievance within 5 days after a Step 1 meeting. ~~with the employee.~~ Any failure of the supervisor to timely respond to the grievance shall constitute a denial of the grievance. The disposition of a grievance at this step of the grievance procedure shall not constitute a precedent for the interpretation and administration of this Agreement.

Step 2 - If a grievance is not settled at Step 1 of the grievance procedure, it shall then be reduced to writing by the aggrieved employee or the Union and submitted to the Facility Manager within 5 days after the Step 1 response was given or due. The written grievance shall specify the alleged violation(s) of this

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Agreement. The aggrieved employee, a steward and/or a business representative of the Union and the Facility Manager and/or Human Resource or Labor Relations Manager for the Company shall then meet as soon as practicable and attempt to settle the grievance. The Company will give the Union any answer to said grievance in writing within 15 days after the Step 2 meeting. Any failure to do so shall constitute denial of the grievance.

Step 3 - If a grievance is not satisfactorily settled at Step 2 and if the grievance is otherwise arbitrable in accordance with the terms of this Agreement, it may be submitted to arbitration in accordance with the provisions of this Agreement pertaining to arbitration, but not otherwise. Strict compliance with the procedural requirements and time limits of the grievance procedure is a condition precedent to an aggrieved employee's and the Union's right to take any grievance to arbitration. The aggrieved employee and the Union shall be conclusively bound by the Company's Step 2 answer and said grievance shall not thereafter be arbitrable absent such compliance.

.2 A grievance shall not be arbitrable unless it involves an alleged violation by the Company of one or more provisions of this Agreement, which alleged violation was designated in writing by the aggrieved employee or the Union to the Company no later than the time such grievance is appealed to Step 2 of the grievance procedure. Likewise, a grievance shall not be

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arbitrable unless the Union gives the Company written notification of its intent to arbitrate said grievance by registered United States mail sent within ten (10) days after the Company's Step 2 written answer was given or due.

.3 Any grievance which is arbitrable under the terms of this Agreement shall be arbitrated in accordance with the rules of the American Arbitration Association which are then in effect. The Arbitrator for each such case shall be selected in accordance with said rules; provided, however, that each list of arbitrators submitted by the American Arbitration Association shall contain the names of at least seven arbitrators who are members of the National Academy of Arbitrators without regard to the geographic location of their residence in relation to West Wareham, Massachusetts.

.4 No more than one grievance shall be submitted to any one Arbitrator. The Arbitrator shall have the authority to hear and determine only one grievance unless the Company and the Union mutually agree otherwise in writing.

.5 The Arbitrator so selected shall have power to receive relevant testimony and other evidence from the parties to the dispute and to hear testimony from such witnesses as he or she deems appropriate. The parties may, if they so desire, be represented by counsel in all proceedings held before the Arbitrator.

.6 The Company shall bear the cost of preparing and presenting its case to the Arbitrator. The Union shall bear the cost of preparing and presenting its case to the Arbitrator.

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All other expenses of arbitration, such as but not limited to the Arbitrator's fee and the cost of any location where the arbitration proceedings are held, shall be shared equally among the Company and the Union.

.7 The function of the Arbitrator shall be limited to deciding disputed issues of fact and whether any express provision of this Agreement was violated. The Arbitrator shall not have the authority to add to, delete, supplement, ignore or modify any of the terms or provisions of this Agreement. The Arbitrator shall not decide issues which are not directly involved in the case submitted. No decision of the Arbitrator shall require the payment of a wage rate or wages determined on a basis different than what is provided in this Agreement. Were an Arbitrator to decide that an aggrieved employee should be awarded any back pay due to a discharge, suspension, layoff, or other lost work time, the Company shall be entitled to set off from such award for the employee's gross interim earnings and any unemployment compensation or other benefits received or receivable by the employee from any source during the period he was not working for the Company.

.8 Subject to the foregoing limitations, the Arbitrator's award shall be final and binding upon the Company, the Union and the aggrieved employee or employees.

.9. The steward for an employee with a grievance may request permission from the steward's and the employee's supervisors to meet with the grieving employee at a reasonable time, in a non work area, and for a reasonable period of time concerning the grievance. Permission shall

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not be unreasonably denied and should be granted provided this will not affect operations and/or there is no interference with the work of the employee, other employees or facility operations.

.9 Any grievance arising from an alleged violation of this Agreement by the Company shall be deemed, considered and held to have been waived unless the same is presented for settlement and determination in accordance with the time limits and procedures applicable to the various steps of this Dispute Procedure. Time limits may be extended only by mutual written agreement of the Company and the Union. No arbitrator shall have authority to determine questions of compliance with procedural requirements and/or time limits unless the Company and the Union mutually agree in writing to submit such questions to an arbitrator.

.10 No grievance may be filed or is arbitrable which is based in whole or in part on a circumstance(s) preceding the date of this Agreement or occurring after expiration of this Agreement. No arbitrator may make an award of reinstatement or back pay or any other award with respect to any alleged grievance arising during any period preceding the date of this Agreement or after the expiration of this Agreement.

.11 Except as otherwise specified in Article ____ .1, Step 1 and Step 2, only the Union shall have the right to prosecute grievances under this Agreement. Only the Union shall have the right to submit to arbitration a grievance which is otherwise arbitrable. If the Union fails, refuses or declines to process a grievance or exhaust the Dispute Procedure on behalf of an employee, or if the Company and the Union settle any grievance submitted on behalf of an aggrieved employee,

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this shall be final and binding on both the Union and the aggrieved employee and they shall thereafter be estopped to revive or further prosecute said grievance.

.12 The provisions of this Agreement covering grievance procedure and arbitration are completely unrelated to and independent of the provisions of Article _____ of this Agreement entitled "No-Strike and No-Lockout."

DATE _____ COMPANY _____ UNION _____

Part 2 ___ Work Day, Work Week

Article 20 ___ Paydays and Recording Time

20 ___.1 Employees ~~are~~ shall be paid on a weekly basis each Friday ~~Fridays~~ weekly, based on job location, job classification and in accordance with federal and state laws. The Company encourages all employees to take advantage of direct deposit options available to them. For those employees who do not choose direct deposit, pay checks will be mailed to their address on file with the Human Resources Department.

.2 Each employee is required to accurately record the employee's work hours on a daily basis and to prepare timekeeping records for approval and processing by the employee's supervisor at the end of each pay period. An employee who falsifies a timekeeping record shall be subject to discipline up to and including termination of employment.

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Article 32 Rest-Time Pay

~~32~~ __.1 In the event of an emergency or unusual circumstance, ~~hourly employees an~~
employee may be required to work in excess of sixteen (16) consecutive hours.

~~32~~ __.2 An employee ~~Employees who are~~ is required to work sixteen (16) or more
consecutive hours shall be granted a “rest time” for at least eight (8) hours; prior to the
employee’s next scheduled work shift. In the event that the eight (8) hour “rest time,” or any
other benefit required by applicable state or local law, extends past the start of the employee’s
next normally scheduled shift, the employee shall be paid his/her straight time rate for those
overlapping hours. Payment shall not be made for scheduled overtime not worked due to “rest
time.”

 .3 Rest time counts toward the calculation of overtime. ~~Rest time does not count~~
against the attendance bonus.

Article 33 ___ Call-In Pay

33 ___.1 An employee may be “called-in” without advance notice to work during unscheduled time off. An employee who is “called in” to work shall receive two (2) times ~~their~~ the employee’s base hourly rate for all hours worked outside ~~their~~ the employee’s normal schedule; or a minimum of two (2) hours paid at double-time. Without advance notice is defined as eight (8) hours or less ~~prior to~~ before the start of the scheduled shift; eight (8) hours or less since the employee departed the plant; or the employee is “called-in” on a non-scheduled work day (his/her day off).

33 ___.2 “Call-in” pay only applies when the employee is not at the facility (or other Company location or work assignment) when notified to report to work. Coming in on a scheduled day off to attend training or a safety meeting does not constitute “call-in.” “Call in” pay begins when the employee arrives at the facility, except as otherwise required by applicable federal or state law.

Article 34 Beeper Pay

34 .1 **An employee** ~~Employees who are~~ is assigned to carry a beeper during ~~their~~ the employee's "off" hours will be paid the following beeper pay rates: \$~~20~~10 per day Monday through Friday, \$~~50~~25 per weekend (~~\$25~~12.50 for one [1] day of weekend), and \$~~50~~25 for holidays.

34 .2 ~~An employee who is required to carry a beeper as part of the employee's normal job functions is ineligible for beeper pay.~~ The above rates are subject to annual adjustment as provided in Article 35 Cost of Living Adjustments

(4)Part 4 Excused Absences

Article 40__ Vacations

40___.1 Vacation Eligibility - Upon hire, regular full-time employees begin to accrue vacation. New hires are subject to a 90-day initial employment period and must complete 90 days of service before they are eligible to use vacation.

____.2 Employees shall accrue vacation as follows:

<u>Years of service</u> <u>Seniority</u>	<u>Work Schedule- Hours per week</u>	<u>Maximum Annual Vacation Accrual</u>	<u>Monthly Accrual Rate (Hours Per Month)</u>
<1 year	40 <u>or more</u>	67 hours	6.7 hours
1-4 years	40 <u>or more</u>	80 hours	6.7 hours
5-9 years	40 <u>or more</u>	120 hours	10.0 hours
10-15 <u>years and greater</u>	40 <u>or more</u>	160 hours	13.35 hours
<u>Years</u> 16 and greater years	40	<u>200 hours</u>	<u>16.67 hours</u>

____.3 Vacation is deemed accrued for any given month only if the employee has worked/remained employed for the entire month. Vacation time does not count for purposes of overtime calculation.

.4 The vacation year is based on a calendar year between January 1 and December 31. Employees are credited with vacation hours for any year of service on January 1 of each year. Under normal operating conditions, employees will be expected to use their accrued vacation in the year accrual is granted.

.5 All vacation must be scheduled with and approved by management. Vacation requests must be submitted in writing for consideration by management. Management retains the discretion to determine the number of vacation requests to be granted during any given time period based on operational needs and efficiency.

.6 All vacation requests for the months of June, July and August must be submitted to the Company in writing by April 1 of each year. Seniority will determine vacation eligibility for employees who submit vacation requests for these months by April 1. In all other instances, vacation eligibility shall be determined based on the order in which written requests are received. After that date, seniority rights will be waived for the purpose of vacation selection in primetime. Vacations may be taken in single days. Vacation requests (single or weekly) must be submitted with a minimum of ten (10) days' notice.

~~40.2 Under normal operating conditions, employees will be expected to use their accrued vacation in the year accrual is granted.~~

~~40.3 ____7~~ Employees will be allowed to accrue vacation time up to a maximum of two (2) times their annual vacation allowance and, if an employee exceeds this maximum accrual, management may schedule the excess vacation time, provided that thirty (30) calendar days' notice is given to the employee, or receive vacation as equivalent amount of pay

40.4 ____78 Employees shall use vacation in one week increments. No employee shall will not be entitled~~authorized~~ to take more than two (2) consecutive weeks of vacation at a time. An eE~~Employees may only use their seniority to select two (2) weeks of vacation during June, July or August. Em~~ Employees wishing to take more than two (2) weeks' vacation time ~~during June, July and August w~~ must obtain ~~ill~~ require approval of the Facility Manager. Every effort, consistent with providing good service to the FacilityPlant, will be made to accommodate request for longer vacations. Requests for longer vacations will not be unreasonably denied.

40.5 ____89 Vacation pay will be computed on the basis of the employee's regular straight-time hourly rate and workweek, ~~including shift premiums and Sunday premiums.~~ Vacation hours shall ~~only~~ be charged based on the employees regularly scheduled work day or week and scheduled overtime as applicable ~~for straight time hours, vacation hours shall not be charged for scheduled overtime.~~ Vacation time includes includes adjacent days off, during such time employees are not subject to call-in.

40.6 ____910 If a Company ~~one of the~~ paid holidays occurs during an employee's vacation, ~~falls in the vacation period chosen~~, the employee will be entitled to both holiday and

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~~vacation pay for that day. an additional day's pay. Personal hours and/or floating holidays can be used to supplement vacation hours to make up a full vacation week. or vacation day.~~

~~40.7 All primetime (June, July, August) vacation requests must be submitted to the Company by April 1 of each year, and after that date, seniority rights will be waived for the purpose of vacation selection in primetime. Vacations may be taken in single days. Vacation requests (single or weekly) must be submitted with a minimum of ten (10) days' notice.~~

Article 41__ Holidays

~~41~~ __.1 ~~An employee~~ ~~Employees~~ will receive pay for ~~tensixten~~ (1010) holidays per year. Pay for ~~each the~~ holiday will be at straight time rates and based on an eight (8) hour work day amount to the employee's normal pay for each shift.

__.2 The following six (6) holidays are observed by the Company:

New		Memo
Year's Day		rial Day
	Independe	Labor
	nce Day	Day
	Thankgiv	Christ
	ing Day	mas

__.2. The remaining four (4) holidays will be determined by the Company on an annual basis and posted the preceding December. Should the Company fail to do so, each employee shall determine the employee's remaining four (4) holidays which shall be designated as floating holidays. Floating holidays must be used during the calendar year. The Company will not compensate employees for unused floating holidays.~~41~~ __.23 The remaining four (4) holidays will be determined by the Company on an annual basis and posted the preceding December. Should the Company fail to do so, each employee shall determine the employee's remaining four (4) holidays which shall be each individual employee and are designated ~~designated~~ as floating.

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~~Floating holidays must be used during the calendar year. The Company will not compensate an employee for any unused floating holiday.~~

~~41.34~~ To be eligible to receive holiday pay, an employee must have worked the ~~employee's~~ ~~their~~ last scheduled working day preceding, and ~~their~~ the first scheduled working day succeeding the holiday, unless excused by the Company. When required to work on a holiday, pay shall be as required by Article ~~34~~ 31.

~~41.4 When a holiday falls on an employee's scheduled day off, that employee may elect to observe the holiday on another day with a minimum of one week's notice.~~

Article 46 ~~___~~ Sick Time

~~46 ___.~~1 This agreement provides undefined sick days for all employees. In lieu of a designated or fixed number of hours (or days) for sick leave, ~~An~~ employees ~~is~~ are able to take sick time as needed. The Company may, however, request a doctor's note to validate illness/injury.

Article ___ Combined Personal /Sick Time

___1 An employee shall be eligible for up to ~~fortysixteen (4016)~~ hours of combined personal/sick time every calendar year. During their first year of employment, new hires are eligible for up to ~~fortysixteen (4016)~~ hours of combined personal/sick time if hired before July 1 and are eligible for up to ~~twentyeight (208)~~ hours if hired July 1 or after.

___2 Combined personal/sick time accrues at the rate of 3.33 hours per month and shall paid in advance each January. An Employee who terminates employment shall be required to reimburse the Company for unaccrued paid combined personal/sick time which shall be withheld from the employee's final paycheck.

___3 Combined Personal/sick time hours do not count for purposes of overtime calculation.

___4 Use of personal time must be approved in advance by the employee's supervisor, except in the case of an emergency. An employee shall give ten (10) working days notice of any request for personal time, except in the case of an emergency.

Article 42 Bereavement

.1 An employee shall be eligible for excused absence for bereavement with pay not to exceed three (3) days per year. Up to three (3) days of excused absence will be granted due to the death in the employee's immediate family or household. One (1) day of excused absence will be granted due to the death of a grandparent or grandchild. Only regular straight time pay lost as a result of bereavement shall be reimbursed up to a maximum of three (3) days per year.

.2 If additional time off is required, an employee may schedule this with his or her supervisor. The employee may use available personal or vacation days. Otherwise, unpaid leave will be considered.

.3 Immediate family is deemed to be spouse, child, step child, father, mother, brother, sister, current father-in-law and current mother-in-law, and sons/daughters-in-law.

.4 Verification of death shall be made to the satisfaction of the Company.

.5 For other funeral arrangements not specified above, an employee may schedule time off with the employee's supervisor. The employee may use available personal or vacation days. Otherwise, unpaid leave will be considered.

~~42.1 An employee will be excused with pay for up to three (3) days absence as required by death in immediate family or household. For the purpose of this article, immediate family includes~~

~~spouse, child, parents, guardians, brother, sister, sons/daughters in law, stepchildren and father/mother in law. An employee will be excused with pay for one days absence for grandparents and grandchildren.~~

~~42.2 Regular straight time pay up to one (1) full shift per day for time lost will be paid.~~

~~42.3 Bereavement days do not count against the attendance bonus.~~

Article ~~___~~43-Jury Duty

~~___~~43.1 When an employee covered by this Agreement will be absent from work because of jury service in any Municipal, County, State or Federal Court, he shall advise the Company after receiving notice of such obligation. The employee shall be paid at his or her regular rate for scheduled work hours missed due to jury duty for each day of verified absence, reduced by the amount received for jury service for that time period. The employee shall report to work on days when not actually scheduled for jury duty.

~~___~~.2 If a full-time permanent employee is absent as a result of being called for jury duty will be paid his/her regular hourly rate for forty (40) hours for each week or for eight (8) hours for each day of such verified absence. The employee's days off during the week of such absence for jury duty shall be deemed to be Sunday and Saturday. An employee shall be eligible for payment under this paragraph only once every three (3) years.

~~___~~.2 An employee subpoenaed as a witness in a Massachusetts Court during scheduled work hours shall be paid at his or her regular rate for scheduled work hours missedfor no more than eight (8) hours of such time for each day on which s/he is required to comply with said subpoena reduced by any witness fees received. ~~provided that s/he shall be eligible for this payment only once every three (3) years.~~ An employee shall not be eligible if s/he is a party to the court action. The employee and must submit a copy of the subpoena to his/her supervisor as soon as it is received.

DATE _____ COMPANY _____ UNION _____

43.2 Days off as provided above do not count against the attendance bonus.

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DETR_972241.1

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Article __44 Military Leave

~~44 __.1 An employee hired prior to April-August 1 in any year who is absent for an ordered short tour of military service training or duty with any organized Reserve or National Guard unit will be paid the difference (if any) between his/her regular pay ~~hourly rate for forty (40) hours~~ and his/her certified military pay for the first two (2) weeks ~~each week~~ of such absence; provided that said difference will not be paid for more than twenty (20) weeks, covering ten (100) ~~Company work days~~, in any calendar year. An employee will be permitted, when ordered to report for military duty, ~~other than at his/her own request~~, one extra day for travel if authorized by the military, ~~but pay for total travel and military leave shall not be in excess of one hundred and one (101) days.~~~~

~~44.2 Military leave does not count against the attendance bonus.~~

Article Family and Medical Leave (FMLA)

.1 Covanta will comply with all applicable provisions of the Family Medical Leave Act in force at the time of any request for sick or family and medical leave without denying employees any benefits provided by this collective bargaining agreement.

.2 The maximum annual twelve (12) weeks of FMLA entitlement will be calculated on a rolling 12 month ~~calendar year~~ basis measured from conclusion of any earlier leave. ~~January 1 of each year.~~ An employee shall comply with all notice, certification and return to work requirements specified in the FMLA.

.3 The twelve (12) week FMLA leave entitlement consists of 60 work days. An employee shall use available sick and vacation time during FMLA leave. FMLA leave shall run concurrently with and shall not add to the maximum disability leave for which an employee may be eligible.

.4 When an employee is off work and the absence qualifies under the FMLA provisions, such absence will be counted toward the employee's maximum, annual twelve (12) week FMLA entitlement.

Article Fitness for Duty

.1 If an employee exhibits behavior or symptoms which indicate that he or she is unable to perform the essential functions of his or her job or that he or she poses significant risk to the health and safety of the employee or others, the Company may remove the employee from service and require that the employee submit to a fitness for duty exam by a qualified health care provider/physician. If the Company requires such an exam, the Company will pay charges incurred for this purpose.

.2 An employee seeking to return to work from a leave of absence of any kind may be required by the Company to furnish certification by a health care provider or other medical evidence (as prescribed by the Company) that the employee is fit to return to work, which means capable of returning to work and safely performing the essential functions of his or her job with or without reasonable accommodation. If any employee is unable to perform the essential functions of his or her job or any available job for which he or she is qualified or if the employee poses significant risk to the health and safety of the employee or others, the Company may refuse re-employment or may place reasonable conditions on re-employment. The Company may require that an employee returning from a leave be examined by a health care provider/physician designated by the Company. If the Company requires examination of an employee by a qualified health care provider/physician -designated by the Company, the Company will pay the charges incurred for this purpose.

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.3. If an employee disagrees with an initial fitness for duty determination made or obtained by the Company, the employee at the employee's expense may obtain a fitness for duty determination from a qualified health care provider/physician selected by the employee. Should the fitness for duty determination obtained by the employee conflict with the determination made or obtained by the Company, the Company and Union shall mutually select a qualified health care provider/physician to render an independent fitness for duty determination. If the Company and the Union cannot agree on the selection, the matter shall be referred to the Massachusetts Medical Society which shall then make the selection. The determination of the independent health care provider/physician shall be binding on the Company, the Union and the employee. The Company and Union shall each pay one half of the fees and expenses charged by the independent health care provider/physician.

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Article __ Safety Committee

__1 The Company and the Union agree to form a Safety Committee for the Facility. The committee shall be comprised of managers or supervisors selected by the Company and 8 members of the Unit. The committee shall meet at least on a monthly basis and otherwise as necessary. The committee may make recommendations to the Company related occupational safety and health rules practices and procedures for the Facility, accident avoidance, elimination of any unsafe practices or conditions, promotion of employee health, safety and wellness, means to educate employees about and to motivate them to adopt safe work practices and to abide by safety and health rules, practices and procedures.

a. The employees shall select their representatives for the Safety Committee.

~~b. Company scheduled and approved Safety Committee meetings and activities shall be compensated time-~~

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Article Emergency response Team

.1. An employee who volunteers to be a member of the Emergency Response Team (ERT) in the position of Fire Fighter, First Responder Haz Mat, Confined Space Rescue, and/or Emergency Medical Technician (EMT) shall receive a premium of \$.25 per hour for all hours worked.

.2. The Company shall determine the number of employees needed to serve as ERT members and whether an employee is qualified to serve as an ERT member.

.3. The Company shall supply all necessary material and initial and/or required refresher training for all ERT positions. All hours spent in training for ERT positions shall be treated as work hours.

Article Drinking Water and Breaks

.1. The Company will supply a coffee mess and bottled water at no cost to employee during the term of this Agreement. The Company will allow paid rest breaks not to exceed ten minutes for each 4 hours of scheduled work if not disruptive to operations. Employees may use rest or meal breaks as applicable to access any on site coffee vendor service when available typically at around 9:00 a.m. and at 12:00 p.m.

Article ___ Health and Safety

___1 The Company and the Union agree that it is their mutual responsibility to promote employee safety and health and accident avoidance at the Facility.

___2 As a condition of continued employment, all employees shall comply with all safety, health and accident avoidance rules, practices and procedures implemented by the Company, including those pertaining to use of prescribed safety equipment or clothing.

___3 Employees are obligated to timely report any unsafe work practices or conditions and violations of safety, health and accident avoidance rules, practices and procedures to management.

___4 Each employee shall maintain his or her work area in a clean and orderly condition.

Part 7 Safety

Article 70__ Clothing and Equipment

~~70__~~.1 Protective Clothing. The Company shall ~~continue to have available all provide~~ personal protection safety equipment and clothing for use by employees when necessary for their health and safety, and protection.

.2 Uniforms, including helmets, long sleeved shirts, trousers, jackets, coveralls, and gloves will be provided. Winter gear shall be provided and maintained for employees requiring such protection. Such gear will include, depending on the uniform service, a choice of parka and pants, coveralls, or bibs and jackets. Other employees shall be provided with a winter jacket. The Company will launder these at no cost to the employee. Dirty uniforms must be left at the facility and shall not be worn, taken home, or laundered at home. Only Company issued labels or patches may be worn on the uniforms and helmets.

~~(b)~~ .3 The Company will also will supply necessary personal protection protective equipment and clothing for employees. clothing for exposures occurring outside the ordinary activities of a man/woman's employment. (C) The company will provide and laundered, uniforms, which shall include zippered coveralls, rain and snow gear. This will include fire retardant clothing for those employees requiring such protection as determined by any applicable OSHA standard.

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~~70.2 The Company will provide a yearly fire retardant clothing for those employees requiring such protection as determined by the applicable OSHA standard.~~

~~70.3 The Company will provide safety shoes for all employees. The Company will provide prescription safety glasses.~~

~~70.4 .4 The Company will select and furnish the necessary equipment and proper tools for carrying out any assigned work.~~

.5 The Company shall annually provide each January a 25.00 subsidy not to exceed \$140 for employee's purchase of ANS 1-approved/leather upper, steel toed, protective work boots with puncture resistance or high density medium-lug soles. Employees with special requirements shall not be unreasonably denied an additional subsidy to purchase required foot protection. New employees hired prior to June 1st shall receive the shoe allowance. New employees hired after June 1st will have to furnish their own shoes until they are eligible for the reimbursement the following January. The Company shall also provide safety glasses to employees. Including prescription safety glasses as necessary.

Article ~~___~~ 91 Effect of Agreement

91 __.1 This Agreement, together with work rules to which the parties agree, sets out the entire understanding between the Company and the Union. The terms and conditions set forth in this collective bargaining agreement constitute the entire agreement between the parties. All past practices, side letters, stipulations, and any other purported forms of agreement that pre-date this collective bargaining agreement ("Side Agreements") and which are not expressly incorporated or set forth herein in this Agreement shall be without force or effect hereafter; and may not be cited or relied upon by either party or an arbitrator as precedent or authority in any dispute between the parties.

___.2 Neither party intends to be bound or obligated except to the extent that it has expressly so agreed in this Agreement. This Agreement shall be strictly construed; provided, however, that this Agreement may be amended by mutual agreement in writing.

___.3 This Agreement applies only to the collective bargaining unit mentioned and described in Article ___ of this Agreement and the operations conducted at and from the facilities described in this Agreement. No employee covered by this Agreement shall ever have or be entitled to any rights, benefits or privileges in any facility, office, shop or other operation of the Company (now existing or hereafter established) by virtue of this Agreement, other than in the bargaining unit covered by this Agreement.

___.4 None of the benefits, rights or privileges accorded by this Agreement to the Union or to any employee covered by this Agreement shall survive the expiration or termination of this Agreement or the permanent discontinuance of the business operations covered by this

DATE _____ COMPANY _____ UNION _____

Agreement, except to the extent that such benefits, rights or privileges are extended by written agreement of the Company and the Union.

DATE _____ COMPANY _____ UNION _____

Article 92 ___ Duration of Agreement

~~92 ___~~.1 This Agreement shall be effective as of August 1, 2008, and remain in full force and effect until August 1, 2009. It and will continue in effect from year to year thereafter unless written notice of a desire to terminate this Agreement ~~be is~~ given by either party to the other at least sixty (60) days prior to August 1, 2009, or August 1 of any extension year as applicable.

~~92 ___~~.2 If, ~~when such a notice of termination is given,~~ a new contract has not been ratified ~~agreed to~~ on or before the date upon which this Agreement is terminated if notice of termination is given, the parties may extend this Agreement for such further time, as they shall mutually agree.

~~92 ___~~.3 This Agreement shall be binding upon the Company, regardless of whether it changes its name, its corporate identity or organization, its legal status, or its management and on ~~all subsidiaries, affiliates, its~~ successors and assigns ~~of the Company~~ whether by sale, transfer, lease, merger, acquisition, consolidation, or otherwise.

~~92.4 In the event the Company sells, transfers, or leases any business operations or facilities, or any portion of such operations or facilities, the Company shall give notice of this Agreement to any potential purchaser, transferee, or lessee, in writing, with a copy to the Union, no later than the time an agreement in principal is reached and, in any event prior to entry into any binding obligations with respect to a sale, transfer, or lease. The Company shall notify the Union of the exact nature of the transaction, consistent with applicable SEC requirements and related laws and regulations governing disclosure of sales talks.~~

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~~92.5 The Company agrees that in any transaction referred in the foregoing paragraph, the transaction will be conditioned on the purchasing entity agreeing to recognition of the Union and continuation of this Agreement.~~

DATE _____ COMPANY _____ UNION _____

DATE _____ COMPANY _____ UNION _____

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